

EXHIBIT E

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** ("Agreement") was concluded on December 3, 2009 in New York, USA,

BETWEEN:

- 1) **Kalczyk Real Estate Holding S.a.r.l.**, a company duly incorporated and organised under the laws of the Grand Duchy of Luxembourg, with its seat at 13-15 Avenue de la Liberté, L-1931 Luxembourg, registered in the companies register R.C.S Luxembourg under number B 134 942 (hereinafter referred to as "**KREH**"; and

and
- 2) **TWS Investment Partners, LLC** with its registered office at 160 Greentree Drive Suite 101; Dover, DE 19904 (further referred to as "**TWS**")

Further jointly referred to as "**Parties**" and each individually referred to as "**Party**".

1. Loan Agreements

- 1.1 TWS represents that on April 22nd, 2008 it concluded with MyPlace Development Spółka z ograniczoną odpowiedzialnością spółka komandytowo-akcyjna ("**MyPlace**") a loan agreement, under which TWS as a lender granted to MyPlace a loan in the amount of 7,000,000 PLN (Seven million Polish Złoty) ("**Loan Agreement 2**") with repayment date of March 31st, 2010, following which, Addendum #1 was executed on April 25th 2008 amending the initial loan in the amount of 7,000,000 PLN (Seven million Polish Złoty) into a loan with face value totaling 3,300,000 USD (Three million three hundred thousand US Dollars) payable in two tranches. The first tranche in the amount of 2,000,000 USD (Two million US dollars) was to be transferred to MyPlace on, or before, April 15, 2008 and the second tranche of 1,300,000 USD (one million three hundred thousand US dollars) was to be transferred to MyPlace on or before June 2nd, 2008. According to Addendum#1 the repayment date for both tranches of the loan was modified to June 2nd, 2010.
- 1.2 According to the provisions of Loan Agreement 2, MyPlace as the borrower is obligated to repay the debts resulting from Loan Agreement 2 on a chosen period, but not later than on the dates stipulated, respectively, in the Loan Agreement 2.
- 1.3 On the day of signing this Agreement, MyPlaces's total indebtedness together with interest resulting from the Loan Agreement 2 amounts to 3,928,274.00 (Three million nine hundred twenty eight thousand two hundred seventy four US dollars).

2. Assignment of claims

- 2.1 KREH represents that it is familiar with the content of the Loan Agreements mentioned above.

2.2 TWS hereby assigns to KREH all rights of TWS resulting from the Loan Agreement 2, and KREH states that it accepts such assignment.




2.3 As a remuneration for the assignment referred to in Clause 2.2 above, KREH will pay to TWS the amount of 1,964,137.00 USD (One million nine hundred sixty four thousand one hundred thirty seven US dollars) within 14 days from the date of this Agreement to the following bank account:

Bank: Bank of America, NA
New York, NY
ABA Number: 026 009 593
Swift Code: BOFAUS3N
Account Name: Innovest Holdings, LLC
Account No: 483012821292
Note on Wire: FBO TWS Investment Partners, LLC

2.4 TWS undertakes to notify MyPlace Development Spółka z ograniczoną odpowiedzialnością spółka komandytowo-akcyjna, within 21 days from the date of this Agreement, about the assignment made under this Agreement to KREH, with a copy to KREH.

3. Representations and Warranties of TWS

- 3.1 The representations and warranties of TWS in this Agreement shall be true and correct in all material respects as at the date of signing of this Agreement.
- 3.2 TWS warrants and represents to KREH that:
- (i) It is validly existing under the laws of its respective country of incorporation stated in the heading of this Agreement;
 - (ii) It has full power and authority to enter into, and perform this Agreement, and that this Agreement constitutes its binding obligation in accordance with its terms;
 - (iii) the execution and delivery of, and the performance by it of its obligations under this Agreement will not result in breach of any provision of its memorandum, articles of association, by-laws or other constitutional documents;
 - (iv) Save as provided in this Agreement, all consents, permissions, approvals and agreements of its shareholders or any third parties which are necessary or desirable for it to obtain in order to enter into and perform this Agreement in accordance with its respective terms have been unconditionally obtained in writing;
 - (v) It is solvent and the assignment of the Loan Agreements will not cause TWS to become insolvent. The assignment of the Loan Agreements is not undertaken to hinder, delay or defraud any creditors of TWS.




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4. Miscellaneous


- 4.1 In all matters not expressly regulated in this Agreement the provisions of the Polish Civil Code shall apply.
- 4.2 All cost connected with this Agreement, in particular taxes, shall be covered by KREH.
- 4.3 This Agreement enters into force on the date of signing.
- 4.4 This Agreement is governed by and will be interpreted in accordance with Polish law.
- 4.5 Any amendments to this Agreement must be executed in writing, otherwise being null and void.
- 4.6 This Agreement is executed in 2 (two) counterparts in the English language and in 2 (two) counterparts in the Polish language, one counterpart of each language version for each Party. In the event of any discrepancy between the English and the Polish version, the executed Polish language version of this Agreement shall prevail.

Kulczyk Real Estate Holding S.ar.l.



ATC Management (Luxembourg) S.à r.l.

TWS Investment Partners, LLC



Roman Sledziejowski
Managing Member